

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**FILED**

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

2011 NOV 27 A 10:43

FILE NO. 16CV005605

STATE OF NORTH CAROLINA ex rel. JOSH STEIN, Attorney General,

Plaintiff,

v.

ANTIQUITIES VENDING COMPANY,  
d/b/a ANTIQUE VENDING; and  
ALAN HUFFMAN,

Defendants

**CONSENT JUDGMENT**

THIS CAUSE came on to be heard and was heard before the undersigned Wake County Superior Court Judge for entry of a Consent Judgment between Plaintiff, the State of North Carolina, by and through its Attorney General, and defendants Alan Huffman and Antiquities Vending Company d/b/a Antique Vending (collectively, "Defendants"). The Court finds that the parties have resolved the matters in controversy between them and have agreed to entry of this Consent Judgment ("Consent Judgment") by the Court without trial or adjudication of any issue of facts or law, and without admission of any of the violations alleged in the complaint.

**I. DEFINITIONS**

1.1 The term "machine" as used herein shall refer to any item sold by Defendants and/or any item on which Defendants perform work, and shall include interior and exterior parts.

1.2 A machine “owned” by a consumer shall refer to a machine which a consumer owns or possesses and which is delivered to Defendants for the purpose of restoration.

1.3 A machine “not owned” by a consumer shall refer to a machine which is in Defendants’ ownership and possession and which Defendants agree to restore on behalf of and ultimately sell to a consumer, or a machine which Defendants promise to purchase from a third party in order to restore on behalf of and sell to a consumer.

## **II. FINDINGS OF FACT**

2.1 Plaintiff State of North Carolina is acting through its Attorney General, Josh Stein, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes to protect the consuming public from unlawful business practices.

2.2 Defendant Alan Huffman is an individual who, at all relevant times, has resided and conducted business in the State of North Carolina. Defendant Antiquities Vending Company d/b/a Antique Vending is not registered in the State of North Carolina in any capacity, e.g., as a corporation, partnership, limited company or limited liability partnership. Rather, it is the name under which Defendant Alan Huffman has operated his business, as set forth below.

2.3 At all relevant times, Defendants have operated out of North Carolina and have been engaged in the business of restoring and selling antique soda machines and similar collectibles.

2.4 On April 25, 2016, Plaintiff filed its Complaint.

2.5 On June 22, 2016, the Complaint was properly served on Defendants.

2.6 In its complaint, the State alleged that Defendants engaged in trade and commerce affecting consumers within the meaning of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.* The State sought a permanent injunction, restitution,

and other equitable relief against Defendants, alleging that Defendants engaged in misleading and deceptive practices in violation of N.C. Gen. Stat. § 75-1.1 *et seq.* Specifically, Plaintiff alleged that Defendants, *inter alia*:

- (a) deceived consumers by repeatedly telling them their machine was finished and shipment was imminent, when in fact the machine was not finished and no shipment was actually scheduled;
- (b) accepted prepayment from consumers for restoration and shipment of consumers' machines, without completing the promised work and shipping the machine by the date promised;
- (c) accepted prepayment from consumers who ordered a machine owned by Defendants, without completing the promised work and shipping the machine by the date promised;
- (d) failed to respond in a timely manner to consumers' repeated inquiries about the status of their machines;
- (e) offered numerous excuses for why the promised restoration had not been completed, which, upon information and belief, were false;
- (f) told consumers the restoration of their machine had been completed and the machine had been picked up by a shipping company for delivery to the consumer, and provided a shipping label as confirmation of such pickup and delivery, when in fact no delivery had been scheduled, and the shipping label was simply one which Defendants had created (the false label ruse);
- (g) subjected individual consumers to the false label ruse more than once;

- (h) told consumers their advance payment had been refunded and mailed, and provided a UPS label as confirmation of such mailing, when in fact no such mailing actually occurred, and the label was simply one which Defendants created;
- (i) failed to complete the promised work for months and years beyond the completion date promised; and
- (j) misled consumers by promising to send them their unfinished machine and a full refund, without doing either.

2.7 The parties have consented to the entry of this Consent Judgment for the purposes of settlement only, and this Consent Judgment does not constitute evidence against or admission by any party.

2.8 Defendants are represented by counsel in this matter and hereby state that they have chosen to proceed with entry of this Consent Judgment freely and voluntarily, with the benefit of advice from counsel.

2.9 The State's agreement to enter into this Consent Judgment is contingent on the accuracy and truthfulness of records which Defendants have disclosed to the State, and on Defendants' efforts with respect to completing restoration of machines and/or refunding monies to consumers throughout the pendency of this litigation. The parties mutually acknowledge and agree that, with respect to consumers who have complained to the Attorney General's Office, Defendants have restored 11 machines and provided restitution in the amount of \$46,505.21 during litigation of this case.

### **III. CONCLUSIONS OF LAW**

3.1 This Court has jurisdiction over the parties and the subject matter of this action.

3.2 Entry of this Consent Judgment is just and proper and in the public interest.

3.3 The conduct alleged in the complaint is in or affecting commerce.

3.4 Plaintiff's Complaint states a cause of action against Defendants upon which relief may be granted, and the Court finds good and sufficient cause to adopt this agreement of the parties and these findings of fact and conclusions of law as its determination of their respective rights and obligations and for entry of this Consent Judgment.

**IV. PERMANENT INJUNCTIVE RELIEF AND COMPLIANCE**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT**

4.1 Defendants, and their officers, agents, servants, and employees, and any person acting under the actual direction or control of Defendants, are hereby permanently restrained and enjoined from engaging in acts and practices prohibited by North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.* Further, such entities and/or persons are hereby permanently restrained and enjoined from engaging in the following acts and practices:

- (a) accepting advance payment from consumers;
- (b) failing to complete the restoration of a machine on or before the promised date of completion;
- (c) making any misrepresentation to consumers, including, but not limited to, misrepresentations about the date of completion of a machine, the status of the work being performed or to be performed, the status of shipping, and the refund of consumers' monies;
- (d) failing to respond in a timely manner to consumers' inquiries about the status of the work being performed or to be performed.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT**

4.2 Defendants, and their officers, agents, servants, and employees, and any person acting under the actual direction or control of Defendants, shall permanently and affirmatively

follow certain best practices in communicating with consumers, maintaining records, refunding monies, and performing the work promised to consumers. Such best practices shall include, but are not limited to, the following:

- (a) Record Keeping. For every consumer with whom Defendants enter into an agreement to perform work on a machine, Defendants shall create and maintain, for a period of at least five years from the date of entry of this Consent Judgment, a paper file containing the following information: (1) the consumer's name, address, phone number(s) and email address; (2) the date the agreement was made; (3) the date by which Defendants promise to complete the work and ship the machine; (4) the agreed-upon price of restoration; (5) the name of the machine; (6) a brief description of the agreed-upon work to be performed; (7) whether the restoration will be covered by a warranty, and, if so, the terms and duration of the warranty; and (8) upon shipment of the restored machine to the consumer, a copy of the shipping label and/or bill of lading showing the pick-up and delivery date.
- (b) Attorney General Review. For a period of five years beyond the date of entry of this Consent Judgment, Defendants shall, upon the request of the Attorney General and within thirty days of receipt of such request, make available for the Attorney General's review the paper files required by paragraph (a) of this section.
- (c) Pictures. When restoring a machine, Defendants shall take pictures of the machine in its initial, unrestored state, and shall take pictures at important stages of the restoration, including: (1) disassembly of the machine; (2) segregation of the parts per paragraph (e) of this section, including pictures of parts which are no longer usable; (3) completion of sanding/blasting to remove old paint and rust; (4)

completion of powder coating; (5) completion of body work and painting; (6) completion of vinyl art work (if any) and lettering; (7) restoration (if any) and installation of interior parts other than the compressor; (8) completion of work on the compressor; (9) installation of the compressor; (10) installation of the coin mechanism; (11) installation of new chrome parts or chrome parts after re-plating; and (12) when the machine is fully restored and ready to ship. In addition, Defendants shall send all such pictures to the consumer by text or email immediately upon the consumer's request.

- (d) Shipment. When a machine has been fully restored and is ready to ship, Defendants shall promptly: (1) notify the consumer that the machine is ready to ship, and provide the consumer with the shipping company's contact information; (2) provide the consumer with a shipping label and/or bill of lading showing the pick-up date and delivery date; and (3) notify the consumer about the estimated time of day of delivery. Defendants shall also retain a copy of the shipping label/bill of lading within the paper file created for each consumer per paragraph (a) of this section.
- (e) Segregation of Parts. When Defendants disassemble a machine, they must keep and organize the parts of the machine such that the parts are segregated from other machines and other parts, and such that the machine can be readily reassembled with all the original parts; except that Defendants shall not be required to keep and segregate parts if they are no longer usable, and may dispose of such parts after taking pictures of them per paragraph (c) of this section.

- (f) Usage of Parts. Defendants shall not use any parts from a consumer-owned machine in work done on another machine, unless the consumer who owns the machine agrees in writing to such use.
- (g) Disassembly. Defendants shall not disassemble a consumer-owned machine unless and until Defendants are prepared to begin work on the machine and actually begin the work.
- (h) Receipts. If Defendants purchase parts from a third party for use in a restoration, Defendants shall obtain and maintain receipts of such purchase.
- (i) Complaints. If a consumer makes a complaint to Defendants, Defendants shall notify the Attorney General about the complaint within seven days of receipt of the complaint. Such notification shall be in writing, and shall contain the information required by paragraph (a) in this section. If a consumer files a complaint about Defendants with the Attorney General, Defendants shall respond to the Attorney General, in writing, within seven days of the date Defendants receive the complaint as forwarded by the Attorney General; such response to the Attorney General shall contain the information required by paragraph (a) in this section, and shall fully address all questions and issues raised by the Attorney General. Defendants shall retain copies of the consumer's complaint and Defendants' response to the complaint within the paper file created for each consumer per paragraph (a) of this section.
- (j) Duty to Remedy. If a complaint is received alleging that Defendants have been untimely in restoring a consumer-owned machine, Defendants shall, within thirty days of receipt of the complaint, and at the consumer's discretion, either



complete the restoration to the satisfaction of the consumer or return the machine to the consumer in its original state. If a complaint concerns the alleged failure to complete restoration of a machine not owned by the consumer, Defendants shall, within thirty days of receipt of the complaint, and at the consumer's discretion, either complete the promised restoration or immediately notify the consumer that the restoration will not be completed within thirty days. In any instance in which Defendants fail to complete a restoration within a time-frame promised to the consumer, Defendants shall, at the discretion of the consumer, allow the consumer to terminate the restoration agreement, and shall return any monies received from the consumer within thirty days of such termination.

- (k) Consumer Satisfaction. When a warrantied machine is delivered to a consumer, Defendants shall allow the consumer a reasonable period of time, not to exceed 72 hours, within which to make sure the machine has been restored, repaired, or replaced to the satisfaction of the consumer and is in working order. Defendants shall notify the consumer about the consumer's right to utilize this period.
- (l) Repair. If a warrantied machine ceases to work properly, Defendants shall make arrangements to repair the machine within sixty days of receiving notice that the machine is not working properly.
- (m) Sale As-Is/Auction Sale. This Consent Judgment shall not prohibit Defendants from selling a machine as-is, through auction or otherwise, and Defendants shall be allowed to accept payment from the consumer immediately upon

reaching an agreement on the terms of the sale, provided the terms of the auction, if any, are satisfied.

- (n) Return of Funds and Consumer-Owned Machines. The parties agree and acknowledge that, as of the date of entry of this Consent Judgment, Defendants are in possession of four unrestored machines owned by consumers who have filed complaints with the Attorney General's Office, and with whom agreement has been made for Defendants to return the consumer's full advance payment, reassemble the unrestored machine to its original state, and return the reassembled machine to the consumer, with shipping costs borne by Defendants. Defendants promise and agree to refund such monies to these consumers by cashier's check or money order, mailed on or before November 27, 2017, and to deliver the machines to consumers on or before December 31, 2017. The parties further agree and acknowledge that, as of the date of entry of this Consent Judgment, Defendants are also in possession of machines owned by three consumers who have filed complaints with the Attorney General's Office and whose complaints are not resolved by this Consent Judgment. The parties agree to continue to work in good faith to resolve these complaints.

- (o) Return of Funds Regarding Non-Consumer-Owned Machines. The parties agree and acknowledge that, as of the date of entry of this Consent Judgment, Defendants are in possession of advanced payments made by two consumers who have filed complaints with the Attorney General's Office regarding restoration of machines not owned by the consumer. Defendants promise and agree that, in lieu of restoring these machines, Defendants will refund to these consumers, by cashier's check or

money order mailed on or before November 27, 2017, the full advance payments made by these consumers.

**V. OTHER PROVISIONS**

5.1 Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Defendants of their responsibility to comply with all applicable North Carolina laws.

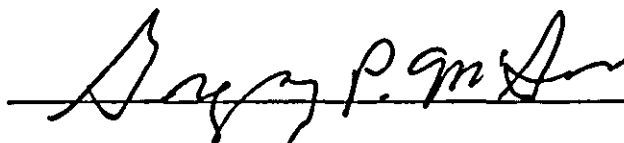
5.2 Other State Governmental Entities. This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina.

5.3 Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce or modify this Consent Judgment.

5.4 No Sanction of Business Practices. Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the North Carolina Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants' business operations.

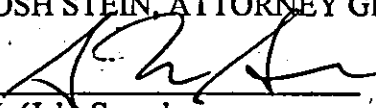
5.5 Release of Claims. This Consent Judgment shall fully resolve all legal claims and issues raised in the Complaint against the Defendants for their activities up to the date of this Consent Judgment. It is entered without prejudice to Plaintiff's rights.

**SO ORDERED**, this the 27th day of November, 2017.

  
\_\_\_\_\_  
Superior Court Judge

CONSENTED TO:

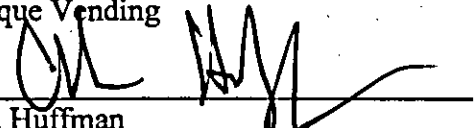
PLAINTIFF, STATE OF NORTH CAROLINA  
*ex rel.* JOSH STEIN, ATTORNEY GENERAL

By:   
Stuart M. (Jeb) Saunders  
Assistant Attorney General

Date

11/22/17

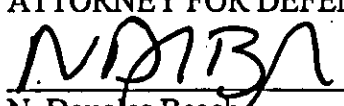
DEFENDANTS Alan Huffman and  
Antiquities Vending Company d/b/a  
Antique Vending

By:   
Alan Huffman  
30 South Main St.  
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Date

11-20-17

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Date

11-20-17